

City of Cupertino

10300 Torre Avenue
Cupertino, California 95014
Telephone (408) 252-4505

OFFICE OF THE DIRECTOR OF PUBLIC WORKS

June 8, 1973

Mr. James T. Pott, Director
Department of Public Works
County of Santa Clara
1555 Berger Drive
San Jose, California 95112

Attention: Ron Shields, Traffic Engineer

Re: Traffic Signals at Intersection of Stevens Creek and Bubb Road

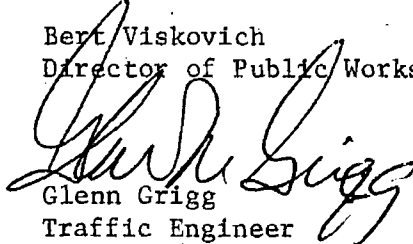
Dear Sir:

Enclosed is a copy of owner's protective insurance policy naming the County as insured, as required by our cooperative agreement.

Very truly yours,

CITY OF CUPERTINO

Bert Viskovich
Director of Public Works


Glenn Grigg
Traffic Engineer

cjg
Enclosure

ITEM #6
6-19-73

RECEIVED
PUBLIC WORKS

JUN 12 2 13 PM '73

COUNTY OF
SANTA CLARA

RECEIVED
BOARD OF SUPERVISORS
CRKS

JUN 15 8 30 AM '73

RECEIVED
SANTA CLARA
DEPT. OF
JUL 4 OF 13
COUNTY ENGINEER

LI

Corroon & Black Miller & Ames
INSURANCE BROKERS
30 CALIFORNIA ST., SAN FRANCISCO 94119
(415) 981-0600



The Continental Insurance Companies

*Recorded 7/16/73
J Horn*

GENERAL OFFICES

80 Maiden Lane, New York, New York 10038

DEPARTMENTAL OFFICES

Buckeye Department	1111 East Broad Street, Columbus, Ohio 43216
Eastern Department	80 Maiden Lane, New York, New York 10038
Foreign Department	80 Maiden Lane, New York, New York 10038
Northeastern Department	291 Glen Street, Glens Falls, New York 12801
Pacific Department	100 Pine Street, San Francisco, California 94111
Southeastern Department	161 Peachtree Street, N.E., Atlanta, Georgia 30303
Southwestern Department	1810 Commerce Street, Dallas, Texas 75201
Western Department	360 West Jackson Boulevard, Chicago, Illinois 60606

Branch and Field Offices in all Principal Cities

The company named in the declarations (a stock insurance company, herein called the company) in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request (in assisting the company in the investigation or defense of any claim or suit,) including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a rail-

road, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

Policy
Issued By:

**THE GLENS FALLS
INSURANCE COMPANY**

A STOCK COMPANY,
A MEMBER OF THE
CONTINENTAL
INSURANCE
COMPANIES

Policy No. L -
442 39 99

Producer's
Name
and
Address

**CORROON & BLACK-MILLER & AMES
P. O. BOX 3995
SAN FRANCISCO, CA. 94119**

**04 715 660
SA 011 rm
5-25-73**

Producer's
Code

Renewal of:

NEW

Item 1.

**Named
Insured**

and Address
(Number and
Street, Town or
City, County
and State)

**COUNTY OF SANTA CLARA, ET AL
(AS PER ENDT. #1 ATTACHED)
70 W. HEDDING ST.
SAN JOSE, CA.**

The named insured is:

Individual ☐ Partnership ☐ Corporation ☐

Joint Venture ☐

Other (specify) **GOVERNMENTAL BODY**

Business of the named insured is:

Item 2.

Policy
Period:

From **12:01A** M. **JUNE 1, 1973** to **JUNE 1, 1974**

CITY & COUNTY GOVERNMENT

12:01 A.M. standard time at the address of the named insured as stated herein.

Audit
Period:

Annual, unless otherwise stated.

LIABILITY INSURANCE POLICY - SECTION TWO - DECLARATIONS
(For Automobile Insurance or General Liability Insurance separately or combined)



The
**CONTINENTAL
INSURANCE COMPANIES**

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts as are indicated by specific premium charge or charges.

Advance Premiums	Coverage Parts
\$	Comprehensive Automobile Liability Insurance
\$	Automobile Physical Damage
\$	Automobile Medical Payments Insurance
\$	Protection Against Uninsured Motorists Insurance
\$	Garage Insurance
\$	
\$	
\$	
\$	Comprehensive General Liability Insurance
\$	Owners', Landlords' and Tenants' Liability Insurance
\$	Manufacturers' and Contractors' Liability Insurance
\$	Comprehensive Personal Insurance
\$	Farmer's Comprehensive Personal Insurance
\$	Contractual Liability Insurance
\$	Premises Medical Payments Insurance
\$ 25.00	Owners' and Contractors' Protective Liability Insurance
\$	Personal Injury Liability Insurance
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$ 25.00	Total Advance Premium for this policy.
Form numbers of endorsements forming a part of the policy on its effective date:	
L 6681 L 7251 L 7641	

Premium is payable: On effective date of policy \$ **25.00** ; 1st Anniversary \$; 2nd Anniversary \$

This declarations page shall not be binding on the company unless countersigned by a duly authorized representative of the company, and attached, when issued, to Section One of the company's Liability Insurance Policy, and completed by one or more Coverage Parts for which there is an advance premium indicated on this page.

Countersigned by _____

RECEIVED
PUBLIC WORKS

JUN 12 2 12 PM '73

COUNTY OF
SANTA CLARA

OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or
B. property damage

to which this policy applies, caused by an occurrence and arising out of (1) operations performed for the named insured by the contractor designated in the declarations at the location designated therein or (2) acts or omissions of the named insured in connection with his general supervision of such operations, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty that work performed by the designated contractor will be done in a workmanlike manner;
- to bodily injury or property damage occurring after
 - all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the named insured at the site of the covered operations has been completed or
 - that portion of the designated contractor's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- to bodily injury or property damage arising out of any act or omission of the named insured or any of his employees, other than general supervision of work performed for the named insured by the designated contractor;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- to property damage to
 - property owned or occupied by or rented to the insured,
 - property used by the insured,
 - property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control, or
 - work performed for the insured by the designated contractor;
- to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision of the policy.
- to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

- to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- to loss of use of tangible property which has not been physically injured or destroyed resulting from

- a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

II. PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such; and
- any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A - The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Coverage B - The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate". If more than one project is designated in the schedule, such aggregate limit shall apply separately with respect to each project.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability	Premium Bases	Rates	Advance Premium
A Bodily Injury Liability	\$ 300,000. each occurrence	Cost \$37,977.	\$100 of Cost .0283	\$ 15. MP
B Property Damage Liability	\$ 50,000. each occurrence \$ 200,000. aggregate	Cost \$37,977.	\$100 of Cost .0146	\$ 10. MP
CODE 0512	Total Advance Premium			\$

Designation of Contractor **ROSENDIN ELECTRIC, INC.**
Mailing Address **P. O. BOX 5061, SANTA JOSE, SANTA CLARA CO., CA.**
Location of Covered Operations **INTERSECTION OF STEVENS CREEK BOULEVARD & BUBB RD.
CUPERTINO, CA.**

☒ Check here if the following provision is applicable:

The person or organization designated above as the Contractor has undertaken to pay the premium for this policy and shall be entitled to receive any return premiums and dividends, if any, which may become payable under the terms of this policy.

When used as a premium basis:

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

Policy Issued By _____ Policy No. _____

Named Insured _____

This Coverage Part shall not be binding upon the company unless attached to Sections One and Two of the company's Liability Insurance Policy.

CALCULATION OF PREMIUM - THREE YEAR POLICIES

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
DRUGGISTS' LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR
OWNERS, LANDLORDS' AND TENANTS LIABILITY INSURANCE**

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By

--	--

Policy No.

--

Producer's
Name
and
Address

	Producer's Code
--	-----------------

Effective

	19	at		M.
<small>Hour and Minute</small>				

Named
Insured
and Address
(Number and
Street, Town or
City, County
and State)

--

It is agreed that, if the premium for the three year period is not paid in advance, the premium shall be determined on the basis of the rates in effect at the inception of each year of the policy.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by _____

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By

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Policy No.

--

Producer's
Name
and
Address

	Producer's Code TM
--	----------------------------------

Effective

	19	at		M.
<small>Hour and Minute</small>				

Named
Insured
and Address
(Number and
Street, Town or
City, County
and State)

--

ON ACCOUNT OF THE FOLLOWING THE

ADDITIONAL PREMIUM IS \$

RETURN PREMIUM IS \$

--

ENDT. #1

NAMED INSURED

ITEM #1, NAMED INSURED IS AS FOLLOWS:

**COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO,
THEIR OFFICERS AND EMPLOYEES**

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by _____

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By

--	--

Policy No.

--

Producer's
Name
and
Address

	Producer's Code rm
--	---------------------------

Effective

	, 19	at		M.
			Hour and Minute	

Named
Insured
and Address
(Number and
Street, Town or
City, County
and State)

--

ON ACCOUNT OF THE FOLLOWING THE

ADDITIONAL PREMIUM IS \$

RETURN PREMIUM IS \$

ENDT. #2

THIS POLICY COVERS, UNDER ITEM #3, ALL WORK PERFORMED BY, FOR OR ON BEHALF OF THE DESIGNATED CONTRACTOR AT THE LOCATION DESIGNATED IN THE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY COVERAGE PART ATTACHED.

SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR THE NAMED INSUREDS SHALL APPLY AS PRIMARY INSURANCE. ANY OTHER INSURANCE MAINTAINED BY THE NAMED INSUREDS SHALL BE EXCESS ONLY AND NOT CONTRIBUTORY WITH RESPECT TO THE INSURANCE AFFORDED BY THE POLICY.

COVERAGE AFFORDED BY THIS POLICY SHALL NOT BE CANCELLED NOR SHALL ANY REDUCTION IN COVERAGE AFFORDED BE AFFECTED PRIOR TO 30 DAYS ADVANCE NOTICE TO THE NAMED INSURED.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by _____

CONDITIONS

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury liability** or for **property damage liability** shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company No action shall lie against the company, unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

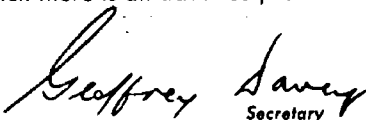
10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by an executive vice president and a secretary, but this policy shall not be binding upon the company unless completed by the attachment hereto of (1) a Declarations Page described as Section Two and countersigned on the aforesaid Declarations Page by a duly authorized representative of the company, and (2) one or more Coverage Parts for which there is an advance premium indicated on the Declarations Page.


Secretary


Executive Vice President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT—(Broad Form)

I. Subject to the Provisions of paragraph III of this Endorsement, it is agreed that the policy and any endorsement used therewith, regardless of whether such endorsement makes the policy exclusions inapplicable does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the **bodily injury** or **property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

II. As used in this endorsement:

- "**hazardous properties**" include radioactive, toxic or explosive properties;
- "**nuclear material**" means source material, special nuclear material or byproduct material;
- "**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "**waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "**nuclear facility**" means
- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

III. The provisions of this endorsement do not apply to (a) family automobile, comprehensive personal and farmer's comprehensive personal insurance nor to (b) liability arising out of the ownership, maintenance or use of any automobile principally garaged or registered in the State of New York.

In Witness Whereof, the company has caused this endorsement to be signed by an executive vice president and a secretary.


Secretary


Executive Vice President



City of Cupertino

10300 Torre Avenue
Cupertino, California 95014
Telephone (408) 252-4505

DEPARTMENT OF ADMINISTRATIVE SERVICES

May 10, 1973

Mr. Donald M. Rains, Clerk
Board of Supervisors
Santa Clara County
Room 524
70 West Hedding Street
San Jose, California 95110

AGREEMENT - COST SHARING--INSTALLATION OF TRAFFIC SIGNAL SYSTEM AND HIGHWAY LIGHTING

We are enclosing the original copy of the Agreement between the City of Cupertino and County of Santa Clara relating to the installation of traffic signal system and highway safety lighting at the intersection of Stevens Creek Boulevard and Bubb Road/Peninsula Boulevard.

This agreement has been fully executed and is being returned for your information and file.

Ellen Pagnini

ELLEN PAGNINI
DEPUTY CITY CLERK

pr
encl.

cc: Department of Public Works

Copies to: City, Finance, P. Works, Co. Council

RECEIVED
BOARD OF SUPERVISORS

MAY 11 11 13 AM '73

COUNTY OF
SANTA CLARA

8
AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA
RELATING TO THE INSTALLATION OF TRAFFIC SIGNAL SYSTEM AND
HIGHWAY SAFETY LIGHTING AT THE INTERSECTION OF
STEVENS CREEK BOULEVARD AND BUBB ROAD/PENINSULA BOULEVARD

This AGREEMENT, made and entered into this _____ day of APR 24 1973, 19____,
by and between the City of Cupertino, a municipal corporation of the State of
California, hereinafter referred to as CITY, and the County of Santa Clara, a
political subdivision of the State of California, hereinafter referred to as
COUNTY.

W I T N E S S E T H

WHEREAS, the intersection of Stevens Creek Boulevard and Bubb Road/Peninsula
Boulevard is not presently signalized and is controlled by stop signs on Bubb
Road and Peninsula Boulevard; and

WHEREAS, traffic signal warrants for this intersection are now satisfied;
and

WHEREAS, CITY and COUNTY do mutually desire to cooperate and jointly parti-
cipate in construction of the traffic signal system and safety lighting and
necessary street improvement and desire to specify herein the terms and conditions
under which said improvements are to be designed, constructed, financed and
maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein
contained, the parties hereto agree as follows:

SECTION I

CITY AGREES:

1. To furnish and install the improvements hereinbefore mentioned, through
construction by contract with construction contractor licensed by the State of
California, said work to be completed in conformity with the plans and specifi-
cations provided by CITY, subject to review and approval of COUNTY.

APR 24 1973

2. To bear the entire expense of advertising for bid, bid opening, award of contract and construction engineering costs (including all direct and indirect costs functional and administrative overhead assessment) attributed to such work, except for costs to be borne by COUNTY as set forth hereinafter in Section II, Articles 1 and 2.

3. To bill COUNTY within thirty days of CITY's bid advertising date a sum equal to the COUNTY's proportionate share of estimated construction costs of each bid item plus fees outlined in Section II, Article 2.

4. CITY shall keep, maintain and render available for inspection by COUNTY or their authorized representatives, records and books which will provide a complete and accurate account of all costs, fees and expenditures made by CITY for construction costs of said project.

5. To furnish COUNTY upon completion of CITY's construction contract and all work incidental thereto, with a detailed statement of costs to be borne by COUNTY and to refund to COUNTY any amount of COUNTY's advance deposit, provided for in Section II, Article 1, remaining after actual costs to be borne by COUNTY have been deducted.

6. To maintain and operate the entire traffic signal system and safety lighting as installed and to maintain all other improvements constructed pursuant to this AGREEMENT which lie within the CITY's jurisdiction.

SECTION II

COUNTY AGREES:

1. To pay CITY within thirty days of receipt of billing therefor (which billing will be forwarded immediately following CITY's bid advertising date of a construction contract for the aforesaid improvements), the amount of \$18,850 which figure represents the estimated cost to COUNTY for COUNTY's share of the

installation of the aforesaid traffic control signal system and safety lighting at the intersection and roadway improvements necessary thereto. The actual amount of COUNTY's share will be determined after completion of work and will be fifty percent (50%) of the total construction cost for installation of the traffic signal system, safety lighting at the intersection and roadway improvements necessary thereto. In no event shall the COUNTY's share exceed \$20,000 excluding costs set forth in Section II, Article 2.

2. To pay CITY within thirty days of receipt of billing the amount of \$550.00, which figure represents the full cost of testing controller equipment and field inspection to be performed under the direction of CITY.

3. To reimburse CITY for COUNTY's proportionate share of the cost of maintenance and operation of the traffic signal systems and safety lighting, such share to be the same proportion as set forth hereinbefore in Section II, Article 1. In the event that any portion of the unincorporated area within the limits of this project is annexed by the CITY, the proportionate share of maintenance costs will be determined in the same ratio as the number of approaches to the intersection under each jurisdiction bears to the total number of approaches to said intersection.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. That neither CITY, nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by

Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction not delegated to CITY under this AGREEMENT.

2. That neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.

3. That, should any portion of the project be financed with Federal Funds or State Gas Tax Funds, all applicable procedures and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

4. Liability Insurance.--CITY agrees to require any contractor engaged to perform said project to take out and maintain in full force and effect during the construction of said project and until the acceptance of said project by COUNTY, a policy of public liability and property damage insurance insuring COUNTY and CITY, their officers and employees, from and against any loss, cost or expense arising out of or in any way connected with the construction of said project. The terms, provisions and conditions of such policy shall be those which COUNTY and CITY normally require in connection with the type of construction contemplated for said project; provided, however, that CITY agrees to require such contractor to name COUNTY and CITY, their officers and employees, as co-insureds on such policy.

Said policy shall contain a provision that the insurance afforded thereby to COUNTY and CITY and their respective officers and employees shall be primary insurance to the full limits of liability of the policy and that if the COUNTY or CITY or their respective officers and employees have other insurance against a loss covered by such policy, that other insurance shall be excess insurance only.

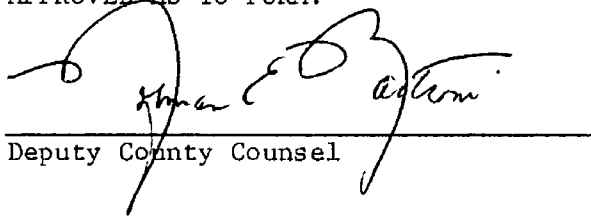
5. Annexation--In the event any portion of the area within the limits of said improvements is annexed to CITY before the date of approval of said plans and specifications by COUNTY, COUNTY's share of the total construction cost shall be reduced, and CITY's share shall be increased in proportion to the extent of the improvements lying within the territory annexed.

6. Final Accounting--Upon completion of said project, CITY shall submit to COUNTY a final accounting of the total construction costs of said project. In the event this final accounting shows that the sum advanced to CITY is less than the percentages and sums stated above in Section II, Article 1, COUNTY shall pay CITY the difference, the total not to exceed \$20,000, within sixty (60) days from receipt of said final accounting. However, in the event this final accounting shows that the sum advanced to CITY is more than the percentages and sums stated above in Article 1, CITY shall return the difference to COUNTY within sixty (60) days.

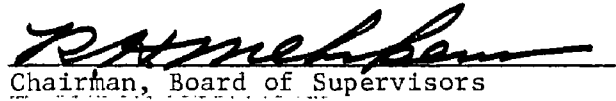
7. Termination--This AGREEMENT shall terminate on July 1, 1973, if CITY has not awarded a contract for construction of the above described project prior to that date. In the event of such a termination, CITY shall refund to COUNTY all sums advanced under Section II, Articles 1 and 2 of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, the provisions of which AGREEMENT are effective as of the day, month and year first hereinabove written.

APPROVED AS TO FORM:


Deputy County Counsel

COUNTY OF SANTA CLARA, a political subdivision of the State of California


Chairman, Board of Supervisors

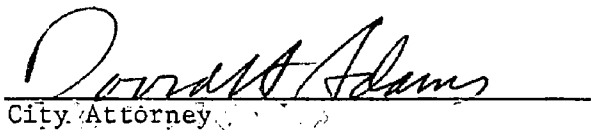
"County"

ATTEST:

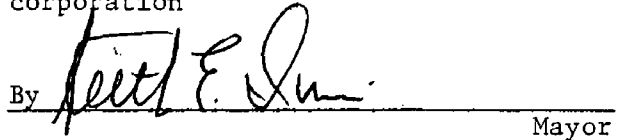
DONALD M. RAINS, Clerk
Board of Supervisors

Gary F. Voeks Gary F. Voeks
Assistant Assistant Clerk

APPROVED AS TO FORM:


City Attorney

CITY OF CUPERTINO, a municipal corporation

By 
Mayor

"City"

ATTEST:


City Clerk

County of Santa Clara
California

Rec'd Sign Office
Office of the Board of Supervisors
524 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2323 Area Code 408

Sig Sanchez, District 1
Dominic L. Cortese, District 2
Dan Mc Corquodale, District 3
Ralph H. Mehrkens, District 4
Victor Calvo, District 5

April 25, 1973

Office of the Director of Public Works
City of Cupertino
10300 Torre Avenue
Cupertino, California 95014

Subject: Agreement with City of Cupertino
for Cost Sharing - Installation of traffic signal
system & highway lighting at the intersection of
Stevens Creek Blvd & Bubb/Peninsula Blvd.

Dear Sirs:

Enclosed you will find an original and one copies
of an Agreement between the County of Santa Clara and
the parties named above. The Board of Supervisors at
its regularly scheduled meeting on April 24, 1973
authorized its Chairman to execute this Agreement on
behalf of the County.

After execution of all copies, we would appreciate your
returning the original copy to this office.

Very truly yours,

BOARD OF SUPERVISORS
Donald M. Rains, Clerk

By: Deputy Clerk

DMR: dgh
Encls.

#8

No.

Job No.

Change Order No.

**BOARD OF SUPERVISORS
SANTA CLARA COUNTY**

DATE April 24, 1973

Cost Sharing Agreement

The following ~~contract was awarded or change order~~ was approved by the
Board of Supervisors at a meeting held:

April 24, 1973

Project to be charged Installation of traffic signal system & high-
way lighting at the intersection of Stevens Creek Blvd & Bubb
Peninsula Blvd.

For the amount of \$ See Agreement
City of Cupertino,

Contractor 10300 Torre Avenue, Cupertino, Calif. 95014

Completion Date See Agreement

Budget Item _____ (for Controller's use)

GARY F. VOECKS, Assistant
Clerk of the Board

dgh

WHITE ---- CONTROLLER
CANARY -- FILE
PINK ---- PUBLIC WORKS
GOLD. ROD PUBLIC WORKS

3128

County of Santa Clara
California

TRANSMITTAL MEMORANDUM

S.D. 5

Page 8 of 8

DATE: April 11, 1973

FOR: BOARD OF SUPERVISORS AGENDA OF April 24, 1973
FROM: MONTINI, PUBLIC WORKS, ENGINEERING
TITLE: AGREEMENT BETWEEN THE CITY OF CUPERTINO AND THE COUNTY OF SANTA CLARA RELATING TO THE INSTALLATION OF A TRAFFIC SIGNAL SYSTEM AND HIGHWAY LIGHTING AT THE INTERSECTION OF STEVENS CREEK BOULEVARD AND BUBB/PENINSULA BOULEVARD

DESCRIPTION:

The attached agreement provides for cost sharing between the City of Cupertino and the County of Santa Clara for the installation of traffic signals and highway lighting at the intersection of Stevens Creek Boulevard and Bubb/Peninsula Boulevard.

This project is being initiated by the City of Cupertino. The City will prepare plans and specifications and supervise the construction contract. Both agencies are in agreement that the installation is needed. The City of Cupertino will present this agreement to the City Council on April 16, 1973.

The County's share of this work is estimated to be \$18,850 plus an additional \$550 for field inspection. Funds for this project are available in the current year's budget.

Execution of the attached agreement is recommended.

After execution please send the original to the City of Cupertino.

LM:RBP:vlh

attachments

APPROVED: JAMES POTT

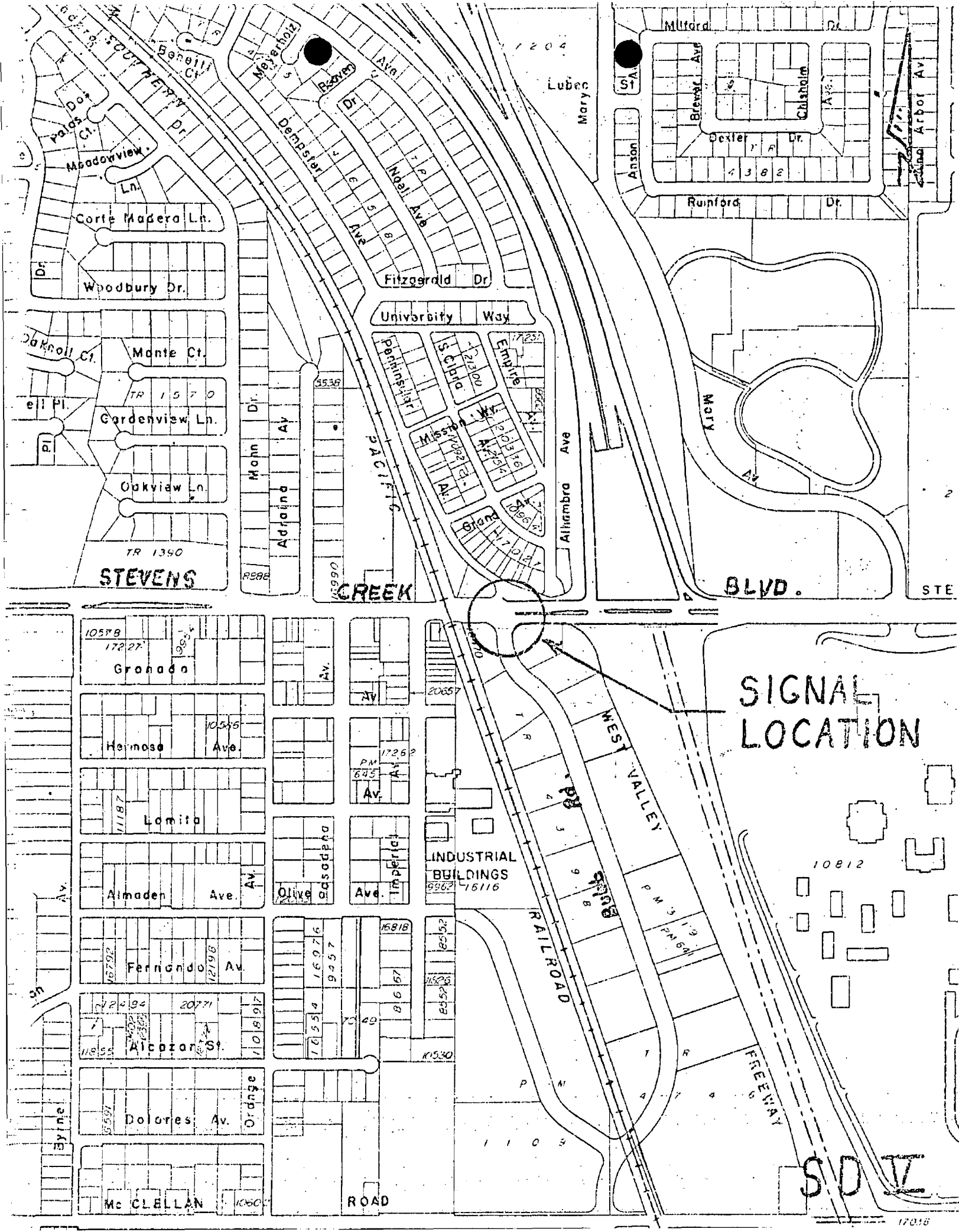
HOWARD CAMPEN

AGENDA DATA: DATE:

BOARD ACTION:

ITEM NO:

APR 24 1973 B



STEVENS

CREEK

BLVD.

SIGNAL
LOCATION

INDUSTRIAL
BUILDINGS

RAILROAD

WEST VALLEY

FREWAY

S D V

Gronada

Hermosa

Lamita

Almaden

Fernando

Alcazar

Dolores

Mc CLELLAN

ROAD